

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF PENNSYLVANIA

In re:

Chapter 11

APPALACHIAN LIGHTING SYSTEMS, INC., Case No. 17-24454-GLT

Debtor.

**CLASS 1 BALLOT FOR ACCEPTANCE OR REJECTION OF  
DEBTOR'S FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION  
DATED SEPTEMBER 5, 2019**

Appalachian Lighting Systems, Inc. (the "Debtor"), filed the *Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Plan") in this case. The Court has approved the *Disclosure Statement for Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Disclosure Statement") with respect to the Plan. The Disclosure Statement provides information to assist you in deciding how to vote on the Plan using this ballot (the "Ballot"). If you do not have a Plan or Disclosure Statement, you may obtain a copy from Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel (Phone: (216) 274-2470). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 1 under the Plan. If you hold claims or equity interests in more than one class, you will receive a Ballot for each class in which you are entitled to vote.**

**If your Ballot is not received by Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, on or before October 17, 2019, unless such deadline is otherwise extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, then it will be binding on you whether or not you vote.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

The undersigned, the holder of a Class 1 claim against the Debtor in the unpaid amount of One Million Six Hundred Sixty Thousand Six Hundred Ninety Dollars (\$ 1,660,690.33),  
& 33/100

☒ ACCEPTS THE PLAN

☐ REJECTS THE PLAN

**THIRD PARTY RELEASE**

Section 7.5 of the Plan provides for the following release and waiver of claims:

AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, NONE OF DEBTOR, REORGANIZED DEBTOR AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THEIR RESPECTIVE PRESENT OR FORMER DIRECTORS, OFFICERS, EMPLOYEES, PREDECESSORS, SUCCESSORS, MEMBERS, AGENTS, REPRESENTATIVES, ATTORNEYS, ADVISORS, FINANCIAL ADVISORS, ACCOUNTANTS, AND INVESTMENT BANKERS, (IN EACH INSTANCE ACTING IN SUCH CAPACITY) (COLLECTIVELY THE "RELEASED PERSONS") AND ANY PERSON CLAIMED TO BE LIABLE DERIVATIVELY THROUGH ANY RELEASED PERSON, SHALL HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY CLAIM, OBLIGATION, RIGHT, CAUSE OF ACTION OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF ANY ALLEGED FIDUCIARY OR OTHER DUTY AND THE AVOIDANCE OF PREFERENCES OR FRAUDULENT CONVEYANCES OR ANY DERIVATIVE CLAIMS) WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, BASED IN WHOLE OR IN PART, ON ANY ACT OR OMISSION, TRANSACTION OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE IN ANY WAY RELATING TO DEBTOR, THE CHAPTER 11 CASE, OR THE PLAN; AND ALL CLAIMS BASED UPON OR ARISING OUT OF SUCH ACTIONS OR OMISSIONS SHALL BE FOREVER WAIVED AND RELEASED (OTHER THAN THE RIGHT TO ENFORCE DEBTOR'S OR REORGANIZED DEBTOR'S OBLIGATIONS UNDER THE PLAN, AND THE CONTRACTS, INSTRUMENTS, NOTES, RELEASES, AGREEMENTS AND DOCUMENTS DELIVERED UNDER ANY SUCH PLAN); *provided, however*, THAT NO RELEASE PROVIDED UNDER THE PLAN SHALL AFFECT THE LIABILITY OF ANY PERSON: (a) THAT OTHERWISE WOULD RESULT FROM ANY ACTION OR OMISSION TO THE EXTENT THAT SUCH ACTION OR OMISSION IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT; and (b) TO THE EXTENT OF ANY RECOVERIES FOR A PREPETITION CLAIM AGAINST A RELEASED PARTY THAT MAY BE OBTAINED AGAINST A THIRD-PARTY INSURER (BUT, FOR THE AVOIDANCE OF DOUBT, ANY CLAIM TO WHICH AN INSURER MAY BE SUBROGATED SHALL REMAIN SUBJECT TO THIS RELEASE); *and provided further, however*, THAT NOTWITHSTANDING THE RELEASES PROVIDED UNDER THE PLAN, ANY CLAIM ASSERTED AGAINST REORGANIZED DEBTOR PURSUANT TO SECTION 7.3 OF THIS PLAN SHALL REMAIN SUBJECT TO ANY RIGHT OF SET-OFF THAT OTHERWISE WOULD BE AVAILABLE TO DEBTOR OR REORGANIZED DEBTOR IN THE ABSENCE OF ANY SUCH RELEASE. NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH 7.5 TO THE CONTRARY, NOTHING IN THIS PARAGRAPH 7.5 SHALL RELEASE OR WAIVE THE CLAIMS AND/OR CAUSES OF ACTION OF THE K-I PARTIES AGAINST JAMES WASSEL THAT ARE AND COULD BE MADE THE SUBJECT OF THE ADVERSARY

**PROCEEDING (AS DEFINED IN THE K-I SETTLEMENT AGREEMENT), THE RELEASE AND WAIVER OF WHICH ARE CONTROLLED BY THE K-I SETTLEMENT AGREEMENT IF, AS, WHEN AND TO THE EXTENT APPROVED BY THE BANKRUPTCY COURT.**

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:**

IF YOU ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION 7.5 OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. IF YOU VOTE TO ACCEPT OR REJECT THE PLAN AND SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN SECTION 7.5 OF THE PLAN. LIKEWISE, IF YOU FAIL TO VOTE, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD PARTY RELEASE.

The Holder of the claim described above elects to:

☒ Opt Out of the Third Party Release.

Dated: October 8, 2019

Synapse Wireless, Inc.

Print or type name of Creditor

By: 

Signature Jason Reinhardt

Its: CFO

Title (if corporation or partnership)

6723 Odyssey Drive, 3rd Floor

Address

Huntsville, AL 35806

**RETURN THIS COMPLETED BALLOT TO: Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, using the envelope provided by the Debtor. DO NOT MAIL YOUR BALLOT TO THE BANKRUPTCY COURT OR FILE YOUR BALLOT WITH THE BANKRUPTCY COURT.**

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF PENNSYLVANIA

In re: Chapter 11  
APPALACHIAN LIGHTING SYSTEMS, INC., Case No. 17-24454-GLT  
Debtor.

**CLASS 2 BALLOT FOR ACCEPTANCE OR REJECTION OF  
DEBTOR'S FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION  
DATED SEPTEMBER 5, 2019**

Appalachian Lighting Systems, Inc. (the "Debtor"), filed the *Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Plan") in this case. The Court has approved the *Disclosure Statement for Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Disclosure Statement") with respect to the Plan. The Disclosure Statement provides information to assist you in deciding how to vote on the Plan using this ballot (the "Ballot"). If you do not have a Plan or Disclosure Statement, you may obtain a copy from Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel (Phone: (216) 274-2470). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 2 under the Plan. If you hold claims or equity interests in more than one class, you will receive a Ballot for each class in which you are entitled to vote.**

**If your Ballot is not received by Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, on or before October 17, 2019, unless such deadline is otherwise extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, then it will be binding on you whether or not you vote.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

The undersigned, the holder of a Class 2 claim against the Debtor in the unpaid amount of  
Dollars (\$ 153,065.00), as of 1/23/19

☒ ACCEPTS THE PLAN

☐ REJECTS THE PLAN

**THIRD PARTY RELEASE**

Section 7.5 of the Plan provides for the following release and waiver of claims:

AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, NONE OF DEBTOR, REORGANIZED DEBTOR AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THEIR RESPECTIVE PRESENT OR FORMER DIRECTORS, OFFICERS, EMPLOYEES, PREDECESSORS, SUCCESSORS, MEMBERS, AGENTS, REPRESENTATIVES, ATTORNEYS, ADVISORS, FINANCIAL ADVISORS, ACCOUNTANTS, AND INVESTMENT BANKERS, (IN EACH INSTANCE ACTING IN SUCH CAPACITY) (COLLECTIVELY THE “RELEASED PERSONS”) AND ANY PERSON CLAIMED TO BE LIABLE DERIVATIVELY THROUGH ANY RELEASED PERSON, SHALL HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY CLAIM, OBLIGATION, RIGHT, CAUSE OF ACTION OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF ANY ALLEGED FIDUCIARY OR OTHER DUTY AND THE AVOIDANCE OF PREFERENCES OR FRAUDULENT CONVEYANCES OR ANY DERIVATIVE CLAIMS) WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, BASED IN WHOLE OR IN PART, ON ANY ACT OR OMISSION, TRANSACTION OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE IN ANY WAY RELATING TO DEBTOR, THE CHAPTER 11 CASE, OR THE PLAN; AND ALL CLAIMS BASED UPON OR ARISING OUT OF SUCH ACTIONS OR OMISSIONS SHALL BE FOREVER WAIVED AND RELEASED (OTHER THAN THE RIGHT TO ENFORCE DEBTOR’S OR REORGANIZED DEBTOR’S OBLIGATIONS UNDER THE PLAN, AND THE CONTRACTS, INSTRUMENTS, NOTES, RELEASES, AGREEMENTS AND DOCUMENTS DELIVERED UNDER ANY SUCH PLAN); *provided, however*, THAT NO RELEASE PROVIDED UNDER THE PLAN SHALL AFFECT THE LIABILITY OF ANY PERSON: (a) THAT OTHERWISE WOULD RESULT FROM ANY ACTION OR OMISSION TO THE EXTENT THAT SUCH ACTION OR OMISSION IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT; and (b) TO THE EXTENT OF ANY RECOVERIES FOR A PREPETITION CLAIM AGAINST A RELEASED PARTY THAT MAY BE OBTAINED AGAINST A THIRD-PARTY INSURER (BUT, FOR THE AVOIDANCE OF DOUBT, ANY CLAIM TO WHICH AN INSURER MAY BE SUBROGATED SHALL REMAIN SUBJECT TO THIS RELEASE); *and provided further, however*, THAT NOTWITHSTANDING THE RELEASES PROVIDED UNDER THE PLAN, ANY CLAIM ASSERTED AGAINST REORGANIZED DEBTOR PURSUANT TO SECTION 7.3 OF THIS PLAN SHALL REMAIN SUBJECT TO ANY RIGHT OF SET-OFF THAT OTHERWISE WOULD BE AVAILABLE TO DEBTOR OR REORGANIZED DEBTOR IN THE ABSENCE OF ANY SUCH RELEASE. NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH 7.5 TO THE CONTRARY, NOTHING IN THIS PARAGRAPH 7.5 SHALL RELEASE OR WAIVE THE CLAIMS AND/OR CAUSES OF ACTION OF THE K-I PARTIES AGAINST JAMES WASSEL THAT ARE AND COULD BE MADE THE SUBJECT OF THE ADVERSARY

**PROCEEDING (AS DEFINED IN THE K-I SETTLEMENT AGREEMENT), THE RELEASE AND WAIVER OF WHICH ARE CONTROLLED BY THE K-I SETTLEMENT AGREEMENT IF, AS, WHEN AND TO THE EXTENT APPROVED BY THE BANKRUPTCY COURT.**

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:**

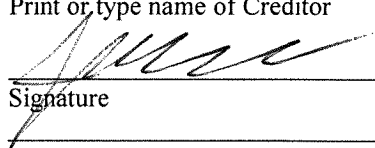
IF YOU ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION 7.5 OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. IF YOU VOTE TO ACCEPT OR REJECT THE PLAN AND SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN SECTION 7.5 OF THE PLAN. LIKEWISE, IF YOU FAIL TO VOTE, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD PARTY RELEASE.

The Holder of the claim described above elects to:

☐ Opt Out of the Third Party Release.

Dated: September 23, 2019

J. Michael McCague, Esquire  
Print or type name of Creditor

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (if corporation or partnership)

408 Cedar Avenue

\_\_\_\_\_  
Address

Pittsburgh, PA 15212

**RETURN THIS COMPLETED BALLOT TO: Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, using the envelope provided by the Debtor. DO NOT MAIL YOUR BALLOT TO THE BANKRUPTCY COURT OR FILE YOUR BALLOT WITH THE BANKRUPTCY COURT.**

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF PENNSYLVANIA

In re: Chapter 11  
APPALACHIAN LIGHTING SYSTEMS, INC., Case No. 17-24454-GLT  
Debtor.

**CLASS 3 BALLOT FOR ACCEPTANCE OR REJECTION OF  
DEBTOR'S FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION  
DATED SEPTEMBER 5, 2019**

Appalachian Lighting Systems, Inc. (the "Debtor"), filed the *Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Plan") in this case. The Court has approved the *Disclosure Statement for Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Disclosure Statement") with respect to the Plan. The Disclosure Statement provides information to assist you in deciding how to vote on the Plan using this ballot (the "Ballot"). If you do not have a Plan or Disclosure Statement, you may obtain a copy from Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel (Phone: (216) 274-2470). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 3 under the Plan. If you hold claims or equity interests in more than one class, you will receive a Ballot for each class in which you are entitled to vote.**

**If your Ballot is not received by Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, on or before October 17, 2019, unless such deadline is otherwise extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, then it will be binding on you whether or not you vote.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

The undersigned, the holder of a Class 3 claim against the Debtor in the unpaid amount of  
*Four Hundred Forty One Thousand Seven Hundred Thirty Nine* Dollars (\$ 441,739.00),

☒ ACCEPTS THE PLAN

☐ REJECTS THE PLAN

**THIRD PARTY RELEASE**

Section 7.5 of the Plan provides for the following release and waiver of claims:

AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, NONE OF DEBTOR, REORGANIZED DEBTOR AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THEIR RESPECTIVE PRESENT OR FORMER DIRECTORS, OFFICERS, EMPLOYEES, PREDECESSORS, SUCCESSORS, MEMBERS, AGENTS, REPRESENTATIVES, ATTORNEYS, ADVISORS, FINANCIAL ADVISORS, ACCOUNTANTS, AND INVESTMENT BANKERS, (IN EACH INSTANCE ACTING IN SUCH CAPACITY) (COLLECTIVELY THE “RELEASED PERSONS”) AND ANY PERSON CLAIMED TO BE LIABLE DERIVATIVELY THROUGH ANY RELEASED PERSON, SHALL HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY CLAIM, OBLIGATION, RIGHT, CAUSE OF ACTION OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF ANY ALLEGED FIDUCIARY OR OTHER DUTY AND THE AVOIDANCE OF PREFERENCES OR FRAUDULENT CONVEYANCES OR ANY DERIVATIVE CLAIMS) WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, BASED IN WHOLE OR IN PART, ON ANY ACT OR OMISSION, TRANSACTION OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE IN ANY WAY RELATING TO DEBTOR, THE CHAPTER 11 CASE, OR THE PLAN; AND ALL CLAIMS BASED UPON OR ARISING OUT OF SUCH ACTIONS OR OMISSIONS SHALL BE FOREVER WAIVED AND RELEASED (OTHER THAN THE RIGHT TO ENFORCE DEBTOR’S OR REORGANIZED DEBTOR’S OBLIGATIONS UNDER THE PLAN, AND THE CONTRACTS, INSTRUMENTS, NOTES, RELEASES, AGREEMENTS AND DOCUMENTS DELIVERED UNDER ANY SUCH PLAN); *provided, however*, THAT NO RELEASE PROVIDED UNDER THE PLAN SHALL AFFECT THE LIABILITY OF ANY PERSON: (a) THAT OTHERWISE WOULD RESULT FROM ANY ACTION OR OMISSION TO THE EXTENT THAT SUCH ACTION OR OMISSION IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT; and (b) TO THE EXTENT OF ANY RECOVERIES FOR A PREPETITION CLAIM AGAINST A RELEASED PARTY THAT MAY BE OBTAINED AGAINST A THIRD-PARTY INSURER (BUT, FOR THE AVOIDANCE OF DOUBT, ANY CLAIM TO WHICH AN INSURER MAY BE SUBROGATED SHALL REMAIN SUBJECT TO THIS RELEASE); and *provided further, however*, THAT NOTWITHSTANDING THE RELEASES PROVIDED UNDER THE PLAN, ANY CLAIM ASSERTED AGAINST REORGANIZED DEBTOR PURSUANT TO SECTION 7.3 OF THIS PLAN SHALL REMAIN SUBJECT TO ANY RIGHT OF SET-OFF THAT OTHERWISE WOULD BE AVAILABLE TO DEBTOR OR REORGANIZED DEBTOR IN THE ABSENCE OF ANY SUCH RELEASE. NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH 7.5 TO THE CONTRARY, NOTHING IN THIS PARAGRAPH 7.5 SHALL RELEASE OR WAIVE THE CLAIMS AND/OR CAUSES OF ACTION OF THE K-I PARTIES AGAINST JAMES WASSEL THAT ARE AND COULD BE MADE THE SUBJECT OF THE ADVERSARY



**PROCEEDING (AS DEFINED IN THE K-I SETTLEMENT AGREEMENT), THE RELEASE AND WAIVER OF WHICH ARE CONTROLLED BY THE K-I SETTLEMENT AGREEMENT IF, AS, WHEN AND TO THE EXTENT APPROVED BY THE BANKRUPTCY COURT.**

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:**

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The Holder of the claim described above elects to:

☒ Opt Out of the Third Party Release.

Dated: 10/21/2019

Innovation Works, Inc.  
Print or type name of Creditor

Jim C. [Signature]  
Signature

VP Chief Operating Officer  
Title (if corporation or partnership)

Two Allegheny Center, Suite 100  
Address  
Pittsburgh, PA 15212

**RETURN THIS COMPLETED BALLOT TO: Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, using the envelope provided by the Debtor. DO NOT MAIL YOUR BALLOT TO THE BANKRUPTCY COURT OR FILE YOUR BALLOT WITH THE BANKRUPTCY COURT.**

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF PENNSYLVANIA

In re: Chapter 11  
APPALACHIAN LIGHTING SYSTEMS, INC., Case No. 17-24454-GLT  
Debtor.

**CLASS 2 BALLOT FOR ACCEPTANCE OR REJECTION OF  
DEBTOR'S FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION  
DATED SEPTEMBER 5, 2019**

Appalachian Lighting Systems, Inc. (the "Debtor"), filed the *Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Plan") in this case. The Court has approved the *Disclosure Statement for Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Disclosure Statement") with respect to the Plan. The Disclosure Statement provides information to assist you in deciding how to vote on the Plan using this ballot (the "Ballot"). If you do not have a Plan or Disclosure Statement, you may obtain a copy from Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel (Phone: (216) 274-2470). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 2 under the Plan. If you hold claims or equity interests in more than one class, you will receive a Ballot for each class in which you are entitled to vote.**

**If your Ballot is not received by Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, on or before October 17, 2019, unless such deadline is otherwise extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, then it will be binding on you whether or not you vote.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

The undersigned, the holder of a Class 2 claim against the Debtor in the unpaid amount of four hundred forty one thousand four hundred ten Dollars (\$441,410.00),

☒ ACCEPTS THE PLAN

☐ REJECTS THE PLAN

**PROCEEDING (AS DEFINED IN THE K-I SETTLEMENT AGREEMENT), THE RELEASE AND WAIVER OF WHICH ARE CONTROLLED BY THE K-I SETTLEMENT AGREEMENT IF, AS, WHEN AND TO THE EXTENT APPROVED BY THE BANKRUPTCY COURT.**

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The Holder of the claim described above elects to:

☒ Opt Out of the Third Party Release.

Dated: Oct. 15, 2019

Innovation Works, Inc.

Print or type name of Creditor

Gary G. Glaussner

Signature

VP: Chief Investment Officer

Title (if corporation or partnership)

Two Allegheny Center, Suite 100

Address

Pittsburgh, PA 15212

**RETURN THIS COMPLETED BALLOT TO: Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, using the envelope provided by the Debtor. DO NOT MAIL YOUR BALLOT TO THE BANKRUPTCY COURT OR FILE YOUR BALLOT WITH THE BANKRUPTCY COURT.**

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF PENNSYLVANIA

In re: Chapter 11

APPALACHIAN LIGHTING SYSTEMS, INC., Case No. 17-24454-GLT

Debtor.

**CLASS 5 BALLOT FOR ACCEPTANCE OR REJECTION OF  
DEBTOR'S FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION  
DATED SEPTEMBER 5, 2019**

Appalachian Lighting Systems, Inc. (the "Debtor"), filed the *Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Plan") in this case. The Court has approved the *Disclosure Statement for Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Disclosure Statement") with respect to the Plan. The Disclosure Statement provides information to assist you in deciding how to vote on the Plan using this ballot (the "Ballot"). If you do not have a Plan or Disclosure Statement, you may obtain a copy from Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel (Phone: (216) 274-2470). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 5 under the Plan. If you hold claims or equity interests in more than one class, you will receive a Ballot for each class in which you are entitled to vote.**

**If your Ballot is not received by Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, on or before October 17, 2019, unless such deadline is otherwise extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, then it will be binding on you whether or not you vote.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

The undersigned, the holder of a Class 5 claim against the Debtor in the unpaid amount of FIVE HUNDRED THIRTY SIX & 29/100 Dollars (\$ 536.29 ),

☒ ACCEPTS THE PLAN

☐ REJECTS THE PLAN

**THIRD PARTY RELEASE**

Section 7.5 of the Plan provides for the following release and waiver of claims:

**AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, NONE OF DEBTOR, REORGANIZED DEBTOR AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THEIR RESPECTIVE PRESENT OR FORMER DIRECTORS, OFFICERS, EMPLOYEES, PREDECESSORS, SUCCESSORS, MEMBERS, AGENTS, REPRESENTATIVES, ATTORNEYS, ADVISORS, FINANCIAL ADVISORS, ACCOUNTANTS, AND INVESTMENT BANKERS, (IN EACH INSTANCE ACTING IN SUCH CAPACITY) (COLLECTIVELY THE “RELEASED PERSONS”) AND ANY PERSON CLAIMED TO BE LIABLE DERIVATIVELY THROUGH ANY RELEASED PERSON, SHALL HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY CLAIM, OBLIGATION, RIGHT, CAUSE OF ACTION OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF ANY ALLEGED FIDUCIARY OR OTHER DUTY AND THE AVOIDANCE OF PREFERENCES OR FRAUDULENT CONVEYANCES OR ANY DERIVATIVE CLAIMS) WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, BASED IN WHOLE OR IN PART, ON ANY ACT OR OMISSION, TRANSACTION OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE IN ANY WAY RELATING TO DEBTOR, THE CHAPTER 11 CASE, OR THE PLAN; AND ALL CLAIMS BASED UPON OR ARISING OUT OF SUCH ACTIONS OR OMISSIONS SHALL BE FOREVER WAIVED AND RELEASED (OTHER THAN THE RIGHT TO ENFORCE DEBTOR’S OR REORGANIZED DEBTOR’S OBLIGATIONS UNDER THE PLAN, AND THE CONTRACTS, INSTRUMENTS, NOTES, RELEASES, AGREEMENTS AND DOCUMENTS DELIVERED UNDER ANY SUCH PLAN); *provided, however*, THAT NO RELEASE PROVIDED UNDER THE PLAN SHALL AFFECT THE LIABILITY OF ANY PERSON: (a) THAT OTHERWISE WOULD RESULT FROM ANY ACTION OR OMISSION TO THE EXTENT THAT SUCH ACTION OR OMISSION IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT; and (b) TO THE EXTENT OF ANY RECOVERIES FOR A PREPETITION CLAIM AGAINST A RELEASED PARTY THAT MAY BE OBTAINED AGAINST A THIRD-PARTY INSURER (BUT, FOR THE AVOIDANCE OF DOUBT, ANY CLAIM TO WHICH AN INSURER MAY BE SUBROGATED SHALL REMAIN SUBJECT TO THIS RELEASE); *and provided further, however*, THAT NOTWITHSTANDING THE RELEASES PROVIDED UNDER THE PLAN, ANY CLAIM ASSERTED AGAINST REORGANIZED DEBTOR PURSUANT TO SECTION 7.3 OF THIS PLAN SHALL REMAIN SUBJECT TO ANY RIGHT OF SET-OFF THAT OTHERWISE WOULD BE AVAILABLE TO DEBTOR OR REORGANIZED DEBTOR IN THE ABSENCE OF ANY SUCH RELEASE. NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH 7.5 TO THE CONTRARY, NOTHING IN THIS PARAGRAPH 7.5 SHALL RELEASE OR WAIVE THE CLAIMS AND/OR CAUSES OF ACTION OF THE K-I PARTIES AGAINST JAMES WASSEL THAT ARE AND COULD BE MADE THE SUBJECT OF THE ADVERSARY**

**PROCEEDING (AS DEFINED IN THE K-I SETTLEMENT AGREEMENT), THE RELEASE AND WAIVER OF WHICH ARE CONTROLLED BY THE K-I SETTLEMENT AGREEMENT IF, AS, WHEN AND TO THE EXTENT APPROVED BY THE BANKRUPTCY COURT.**

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The Holder of the claim described above elects to:

☐ Opt Out of the Third Party Release.

Dated: 10-3-19

R.L. SWEARER COMPANY

Print or type name of Creditor

Angela Walker

Signature

Accounting Manager

Title (if corporation or partnership)

P.O. BOX 471

Address

SEWICKLEY Pa 15143

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UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF PENNSYLVANIA

In re: Chapter 11  
APPALACHIAN LIGHTING SYSTEMS, INC., Case No. 17-24454-GLT  
Debtor.

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DEBTOR'S FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION  
DATED SEPTEMBER 5, 2019**

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**If the Plan is confirmed by the Bankruptcy Court, then it will be binding on you whether or not you vote.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

The undersigned, the holder of a Class 6 claim against the Debtor in the unpaid amount of  
\$ Four thousand Dollars (\$ 4,000 ),

☒ ACCEPTS THE PLAN

☐ REJECTS THE PLAN

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The Holder of the claim described above elects to:

☒ Opt Out of the Third Party Release.

Dated: October, 15 2019

Alexander Bishop  
Print or type name of Creditor

Alexander Bishop  
Signature

\_\_\_\_\_  
Title (if corporation or partnership)

905 Pleasant Hill LN  
Address

Bowie MD 20716

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WESTERN DISTRICT OF PENNSYLVANIA

In re: Chapter 11  
APPALACHIAN LIGHTING SYSTEMS, INC., Case No. 17-24454-GLT  
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**ACCEPTANCE OR REJECTION OF THE PLAN**

The undersigned, the holder of a Class 6 claim against the Debtor in the unpaid amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),



ACCEPTS THE PLAN



REJECTS THE PLAN

**THIRD PARTY RELEASE**

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The Holder of the claim described above elects to:

☐ Opt Out of the Third Party Release.

Dated: Oct 3, 2019

American Alternative Insurance  
Print or type name of Creditor Corp.

[Signature]  
Signature  
V. P. Sorely C. King  
Title (if corporation or partnership)

Address 1475 E Woodfield Rd #500  
Schaumburg, IL 60173

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UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF PENNSYLVANIA

In re: Chapter 11  
APPALACHIAN LIGHTING SYSTEMS, INC., Case No. 17-24454-GLT  
Debtor.

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DATED SEPTEMBER 5, 2019**

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Dated: 10/3/19

James J Wasel  
Print or type name of Creditor

JJ Wasel  
Signature

Title (if corporation or partnership)

1595 N. Tower Rd  
Address

Fombell PA 16123

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In re:

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**THIRD PARTY RELEASE**

Section 7.5 of the Plan provides for the following release and waiver of claims:

AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, NONE OF DEBTOR, REORGANIZED DEBTOR AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THEIR RESPECTIVE PRESENT OR FORMER DIRECTORS, OFFICERS, EMPLOYEES, PREDECESSORS, SUCCESSORS, MEMBERS, AGENTS, REPRESENTATIVES, ATTORNEYS, ADVISORS, FINANCIAL ADVISORS, ACCOUNTANTS, AND INVESTMENT BANKERS, (IN EACH INSTANCE ACTING IN SUCH CAPACITY) (COLLECTIVELY THE "RELEASED PERSONS") AND ANY PERSON CLAIMED TO BE LIABLE DERIVATIVELY THROUGH ANY RELEASED PERSON, SHALL HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY CLAIM, OBLIGATION, RIGHT, CAUSE OF ACTION OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF ANY ALLEGED FIDUCIARY OR OTHER DUTY AND THE AVOIDANCE OF PREFERENCES OR FRAUDULENT CONVEYANCES OR ANY DERIVATIVE CLAIMS) WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, BASED IN WHOLE OR IN PART, ON ANY ACT OR OMISSION, TRANSACTION OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE IN ANY WAY RELATING TO DEBTOR, THE CHAPTER 11 CASE, OR THE PLAN; AND ALL CLAIMS BASED UPON OR ARISING OUT OF SUCH ACTIONS OR OMISSIONS SHALL BE FOREVER WAIVED AND RELEASED (OTHER THAN THE RIGHT TO ENFORCE DEBTOR'S OR REORGANIZED DEBTOR'S OBLIGATIONS UNDER THE PLAN, AND THE CONTRACTS, INSTRUMENTS, NOTES, RELEASES, AGREEMENTS AND DOCUMENTS DELIVERED UNDER ANY SUCH PLAN); *provided, however*, THAT NO RELEASE PROVIDED UNDER THE PLAN SHALL AFFECT THE LIABILITY OF ANY PERSON: (a) THAT OTHERWISE WOULD RESULT FROM ANY ACTION OR OMISSION TO THE EXTENT THAT SUCH ACTION OR OMISSION IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT; and (b) TO THE EXTENT OF ANY RECOVERIES FOR A PREPETITION CLAIM AGAINST A RELEASED PARTY THAT MAY BE OBTAINED AGAINST A THIRD-PARTY INSURER (BUT, FOR THE AVOIDANCE OF DOUBT, ANY CLAIM TO WHICH AN INSURER MAY BE SUBROGATED SHALL REMAIN SUBJECT TO THIS RELEASE); *and provided further, however*, THAT NOTWITHSTANDING THE RELEASES PROVIDED UNDER THE PLAN, ANY CLAIM ASSERTED AGAINST REORGANIZED DEBTOR PURSUANT TO SECTION 7.3 OF THIS PLAN SHALL REMAIN SUBJECT TO ANY RIGHT OF SET-OFF THAT OTHERWISE WOULD BE AVAILABLE TO DEBTOR OR REORGANIZED DEBTOR IN THE ABSENCE OF ANY SUCH RELEASE. NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH 7.5 TO THE CONTRARY, NOTHING IN THIS PARAGRAPH 7.5 SHALL RELEASE OR WAIVE THE CLAIMS AND/OR CAUSES OF ACTION OF THE K-I PARTIES AGAINST JAMES WASSEL THAT ARE AND COULD BE MADE THE SUBJECT OF THE ADVERSARY

**PROCEEDING (AS DEFINED IN THE K-I SETTLEMENT AGREEMENT), THE RELEASE AND WAIVER OF WHICH ARE CONTROLLED BY THE K-I SETTLEMENT AGREEMENT IF, AS, WHEN AND TO THE EXTENT APPROVED BY THE BANKRUPTCY COURT.**

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:**

IF YOU ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION 7.5 OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. IF YOU VOTE TO ACCEPT OR REJECT THE PLAN AND SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN SECTION 7.5 OF THE PLAN. LIKEWISE, IF YOU FAIL TO VOTE, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD PARTY RELEASE.

The Holder of the claim described above elects to:

☐ Opt Out of the Third Party Release.

Dated: October 10, 2019

Kate Wasse  
Print or type name of Creditor

Kate Wasse  
Signature

1595 N. Tower Road  
Title (if corporation or partnership)

Pembell, PA 16123  
Address

**RETURN THIS COMPLETED BALLOT TO: Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, using the envelope provided by the Debtor. DO NOT MAIL YOUR BALLOT TO THE BANKRUPTCY COURT OR FILE YOUR BALLOT WITH THE BANKRUPTCY COURT.**

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF PENNSYLVANIA

In re:

Chapter 11

APPALACHIAN LIGHTING SYSTEMS, INC., Case No. 17-24454-GLT

Debtor.

Keystone Compliance, LLC /

**CLASS 6 BALLOT FOR ACCEPTANCE OR REJECTION OF  
DEBTOR'S FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION  
DATED SEPTEMBER 5, 2019**

Appalachian Lighting Systems, Inc. (the "Debtor"), filed the *Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Plan") in this case. The Court has approved the *Disclosure Statement for Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Disclosure Statement") with respect to the Plan. The Disclosure Statement provides information to assist you in deciding how to vote on the Plan using this ballot (the "Ballot"). If you do not have a Plan or Disclosure Statement, you may obtain a copy from Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel (Phone: (216) 274-2470). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 6 under the Plan. If you hold claims or equity interests in more than one class, you will receive a Ballot for each class in which you are entitled to vote.**

**If your Ballot is not received by Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, on or before October 17, 2019, unless such deadline is otherwise extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, then it will be binding on you whether or not you vote.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

The undersigned, the holder of a Class 6 claim against the Debtor in the unpaid amount of Seven hundred sixty-nine dollars and fifty cents Dollars (\$ 769.50 ),

☒ ACCEPTS THE PLAN

☐ REJECTS THE PLAN

**THIRD PARTY RELEASE**

Section 7.5 of the Plan provides for the following release and waiver of claims:

**AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, NONE OF DEBTOR, REORGANIZED DEBTOR AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THEIR RESPECTIVE PRESENT OR FORMER DIRECTORS, OFFICERS, EMPLOYEES, PREDECESSORS, SUCCESSORS, MEMBERS, AGENTS, REPRESENTATIVES, ATTORNEYS, ADVISORS, FINANCIAL ADVISORS, ACCOUNTANTS, AND INVESTMENT BANKERS, (IN EACH INSTANCE ACTING IN SUCH CAPACITY) (COLLECTIVELY THE “RELEASED PERSONS”) AND ANY PERSON CLAIMED TO BE LIABLE DERIVATIVELY THROUGH ANY RELEASED PERSON, SHALL HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY CLAIM, OBLIGATION, RIGHT, CAUSE OF ACTION OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF ANY ALLEGED FIDUCIARY OR OTHER DUTY AND THE AVOIDANCE OF PREFERENCES OR FRAUDULENT CONVEYANCES OR ANY DERIVATIVE CLAIMS) WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, BASED IN WHOLE OR IN PART, ON ANY ACT OR OMISSION, TRANSACTION OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE IN ANY WAY RELATING TO DEBTOR, THE CHAPTER 11 CASE, OR THE PLAN; AND ALL CLAIMS BASED UPON OR ARISING OUT OF SUCH ACTIONS OR OMISSIONS SHALL BE FOREVER WAIVED AND RELEASED (OTHER THAN THE RIGHT TO ENFORCE DEBTOR’S OR REORGANIZED DEBTOR’S OBLIGATIONS UNDER THE PLAN, AND THE CONTRACTS, INSTRUMENTS, NOTES, RELEASES, AGREEMENTS AND DOCUMENTS DELIVERED UNDER ANY SUCH PLAN); *provided, however*, THAT NO RELEASE PROVIDED UNDER THE PLAN SHALL AFFECT THE LIABILITY OF ANY PERSON: (a) THAT OTHERWISE WOULD RESULT FROM ANY ACTION OR OMISSION TO THE EXTENT THAT SUCH ACTION OR OMISSION IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT; and (b) TO THE EXTENT OF ANY RECOVERIES FOR A PREPETITION CLAIM AGAINST A RELEASED PARTY THAT MAY BE OBTAINED AGAINST A THIRD-PARTY INSURER (BUT, FOR THE AVOIDANCE OF DOUBT, ANY CLAIM TO WHICH AN INSURER MAY BE SUBROGATED SHALL REMAIN SUBJECT TO THIS RELEASE); and *provided further, however*, THAT NOTWITHSTANDING THE RELEASES PROVIDED UNDER THE PLAN, ANY CLAIM ASSERTED AGAINST REORGANIZED DEBTOR PURSUANT TO SECTION 7.3 OF THIS PLAN SHALL REMAIN SUBJECT TO ANY RIGHT OF SET-OFF THAT OTHERWISE WOULD BE AVAILABLE TO DEBTOR OR REORGANIZED DEBTOR IN THE ABSENCE OF ANY SUCH RELEASE. NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH 7.5 TO THE CONTRARY, NOTHING IN THIS PARAGRAPH 7.5 SHALL RELEASE OR WAIVE THE CLAIMS AND/OR CAUSES OF ACTION OF THE K-I PARTIES AGAINST JAMES WASSEL THAT ARE AND COULD BE MADE THE SUBJECT OF THE ADVERSARY**

**PROCEEDING (AS DEFINED IN THE K-I SETTLEMENT AGREEMENT), THE RELEASE AND WAIVER OF WHICH ARE CONTROLLED BY THE K-I SETTLEMENT AGREEMENT IF, AS, WHEN AND TO THE EXTENT APPROVED BY THE BANKRUPTCY COURT.**

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:**

IF YOU ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION 7.5 OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. IF YOU VOTE TO ACCEPT OR REJECT THE PLAN AND SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN SECTION 7.5 OF THE PLAN. LIKEWISE, IF YOU FAIL TO VOTE, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD PARTY RELEASE.

The Holder of the claim described above elects to:

☐ Opt Out of the Third Party Release.

Dated: 9/19/19

Keystone Compliance, LLC

Print or type name of Creditor

Sam Westall

Signature

General Manager

Title (if corporation or partnership)

131 N Columbus Innerbelt

Address

New Castle, PA 16101

**RETURN THIS COMPLETED BALLOT TO: Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, using the envelope provided by the Debtor. DO NOT MAIL YOUR BALLOT TO THE BANKRUPTCY COURT OR FILE YOUR BALLOT WITH THE BANKRUPTCY COURT.**

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF PENNSYLVANIA

In re:

Chapter 11

APPALACHIAN LIGHTING SYSTEMS, INC., Case No. 17-24454-GLT

Debtor.

**CLASS 6 BALLOT FOR ACCEPTANCE OR REJECTION OF  
DEBTOR'S FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION  
DATED SEPTEMBER 5, 2019**

Appalachian Lighting Systems, Inc. (the "Debtor"), filed the *Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Plan") in this case. The Court has approved the *Disclosure Statement for Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Disclosure Statement") with respect to the Plan. The Disclosure Statement provides information to assist you in deciding how to vote on the Plan using this ballot (the "Ballot"). If you do not have a Plan or Disclosure Statement, you may obtain a copy from Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel (Phone: (216) 274-2470). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 6 under the Plan. If you hold claims or equity interests in more than one class, you will receive a Ballot for each class in which you are entitled to vote.**

**If your Ballot is not received by Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, on or before October 17, 2019, unless such deadline is otherwise extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, then it will be binding on you whether or not you vote.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

The undersigned, the holder of a Class 6 claim against the Debtor in the unpaid amount of  
THIRTY TWO THOUSAND EIGHT HUNDRED THIRTY ONE 70/100 Dollars (\$ 32,831.70),  
☒ ACCEPTS THE PLAN ☐ REJECTS THE PLAN

### **THIRD PARTY RELEASE**

Section 7.5 of the Plan provides for the following release and waiver of claims:

AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, NONE OF DEBTOR, REORGANIZED DEBTOR AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THEIR RESPECTIVE PRESENT OR FORMER DIRECTORS, OFFICERS, EMPLOYEES, PREDECESSORS, SUCCESSORS, MEMBERS, AGENTS, REPRESENTATIVES, ATTORNEYS, ADVISORS, FINANCIAL ADVISORS, ACCOUNTANTS, AND INVESTMENT BANKERS, (IN EACH INSTANCE ACTING IN SUCH CAPACITY) (COLLECTIVELY THE "RELEASED PERSONS") AND ANY PERSON CLAIMED TO BE LIABLE DERIVATIVELY THROUGH ANY RELEASED PERSON, SHALL HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY CLAIM, OBLIGATION, RIGHT, CAUSE OF ACTION OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF ANY ALLEGED FIDUCIARY OR OTHER DUTY AND THE AVOIDANCE OF PREFERENCES OR FRAUDULENT CONVEYANCES OR ANY DERIVATIVE CLAIMS) WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, BASED IN WHOLE OR IN PART, ON ANY ACT OR OMISSION, TRANSACTION OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE IN ANY WAY RELATING TO DEBTOR, THE CHAPTER 11 CASE, OR THE PLAN; AND ALL CLAIMS BASED UPON OR ARISING OUT OF SUCH ACTIONS OR OMISSIONS SHALL BE FOREVER WAIVED AND RELEASED (OTHER THAN THE RIGHT TO ENFORCE DEBTOR'S OR REORGANIZED DEBTOR'S OBLIGATIONS UNDER THE PLAN, AND THE CONTRACTS, INSTRUMENTS, NOTES, RELEASES, AGREEMENTS AND DOCUMENTS DELIVERED UNDER ANY SUCH PLAN); *provided, however*, THAT NO RELEASE PROVIDED UNDER THE PLAN SHALL AFFECT THE LIABILITY OF ANY PERSON: (a) THAT OTHERWISE WOULD RESULT FROM ANY ACTION OR OMISSION TO THE EXTENT THAT SUCH ACTION OR OMISSION IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT; and (b) TO THE EXTENT OF ANY RECOVERIES FOR A PREPETITION CLAIM AGAINST A RELEASED PARTY THAT MAY BE OBTAINED AGAINST A THIRD-PARTY INSURER (BUT, FOR THE AVOIDANCE OF DOUBT, ANY CLAIM TO WHICH AN INSURER MAY BE SUBROGATED SHALL REMAIN SUBJECT TO THIS RELEASE); *and provided further, however*, THAT NOTWITHSTANDING THE RELEASES PROVIDED UNDER THE PLAN, ANY CLAIM ASSERTED AGAINST REORGANIZED DEBTOR PURSUANT TO SECTION 7.3 OF THIS PLAN SHALL REMAIN SUBJECT TO ANY RIGHT OF SET-OFF THAT OTHERWISE WOULD BE AVAILABLE TO DEBTOR OR REORGANIZED DEBTOR IN THE ABSENCE OF ANY SUCH RELEASE. NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH 7.5 TO THE CONTRARY, NOTHING IN THIS PARAGRAPH 7.5 SHALL RELEASE OR WAIVE THE CLAIMS AND/OR CAUSES OF ACTION OF THE K-I PARTIES AGAINST JAMES WASSEL THAT ARE AND COULD BE MADE THE SUBJECT OF THE ADVERSARY

**PROCEEDING (AS DEFINED IN THE K-I SETTLEMENT AGREEMENT), THE RELEASE AND WAIVER OF WHICH ARE CONTROLLED BY THE K-I SETTLEMENT AGREEMENT IF, AS, WHEN AND TO THE EXTENT APPROVED BY THE BANKRUPTCY COURT.**

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:**

IF YOU ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION 7.5 OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. IF YOU VOTE TO ACCEPT OR REJECT THE PLAN AND SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN SECTION 7.5 OF THE PLAN. LIKEWISE, IF YOU FAIL TO VOTE, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD PARTY RELEASE.

The Holder of the claim described above elects to:

☒ Opt Out of the Third Party Release.

Dated: \_\_\_\_\_

9/30/19

MEYER UNKOVIC + SCOTT LLP

Print or type name of Creditor

Signature

PARTNER

Title (if corporation or partnership)

535 Smithfield ST, Suite 1300

Address

Pittsburgh, PA 15222

**RETURN THIS COMPLETED BALLOT TO: Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, using the envelope provided by the Debtor. DO NOT MAIL YOUR BALLOT TO THE BANKRUPTCY COURT OR FILE YOUR BALLOT WITH THE BANKRUPTCY COURT.**



Alphonse L. Iagnemma, Jr.

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF PENNSYLVANIA

In re:

Chapter 11

APPALACHIAN LIGHTING SYSTEMS, INC., Case No. 17-24454-GLT

Debtor.

**CLASS 7 BALLOT FOR ACCEPTANCE OR REJECTION OF  
DEBTOR'S FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION  
DATED SEPTEMBER 5, 2019**

Appalachian Lighting Systems, Inc. (the "Debtor"), filed the *Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Plan") in this case. The Court has approved the *Disclosure Statement for Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Disclosure Statement") with respect to the Plan. The Disclosure Statement provides information to assist you in deciding how to vote on the Plan using this ballot (the "Ballot"). If you do not have a Plan or Disclosure Statement, you may obtain a copy from Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel (Phone: (216) 274-2470). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 7 under the Plan. If you hold claims or equity interests in more than one class, you will receive a Ballot for each class in which you are entitled to vote.**

**If your Ballot is not received by Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, on or before October 17, 2019, unless such deadline is otherwise extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, then it will be binding on you whether or not you vote.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

The undersigned, the holder of a Class 7 claim against the Debtor in the unpaid amount of One hundred Seventy five Thousand, Five hundred Fifty-nine Dollars (\$ 175,559.87),

☒ ACCEPTS THE PLAN

☐ REJECTS THE PLAN

Alphonse L. Iagnemma, Jr.

**THIRD PARTY RELEASE**

Section 7.5 of the Plan provides for the following release and waiver of claims:

AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, NONE OF DEBTOR, REORGANIZED DEBTOR AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THEIR RESPECTIVE PRESENT OR FORMER DIRECTORS, OFFICERS, EMPLOYEES, PREDECESSORS, SUCCESSORS, MEMBERS, AGENTS, REPRESENTATIVES, ATTORNEYS, ADVISORS, FINANCIAL ADVISORS, ACCOUNTANTS, AND INVESTMENT BANKERS, (IN EACH INSTANCE ACTING IN SUCH CAPACITY) (COLLECTIVELY THE "RELEASED PERSONS") AND ANY PERSON CLAIMED TO BE LIABLE DERIVATIVELY THROUGH ANY RELEASED PERSON, SHALL HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY CLAIM, OBLIGATION, RIGHT, CAUSE OF ACTION OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF ANY ALLEGED FIDUCIARY OR OTHER DUTY AND THE AVOIDANCE OF PREFERENCES OR FRAUDULENT CONVEYANCES OR ANY DERIVATIVE CLAIMS) WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, BASED IN WHOLE OR IN PART, ON ANY ACT OR OMISSION, TRANSACTION OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE IN ANY WAY RELATING TO DEBTOR, THE CHAPTER 11 CASE, OR THE PLAN; AND ALL CLAIMS BASED UPON OR ARISING OUT OF SUCH ACTIONS OR OMISSIONS SHALL BE FOREVER WAIVED AND RELEASED (OTHER THAN THE RIGHT TO ENFORCE DEBTOR'S OR REORGANIZED DEBTOR'S OBLIGATIONS UNDER THE PLAN, AND THE CONTRACTS, INSTRUMENTS, NOTES, RELEASES, AGREEMENTS AND DOCUMENTS DELIVERED UNDER ANY SUCH PLAN); *provided, however*, THAT NO RELEASE PROVIDED UNDER THE PLAN SHALL AFFECT THE LIABILITY OF ANY PERSON: (a) THAT OTHERWISE WOULD RESULT FROM ANY ACTION OR OMISSION TO THE EXTENT THAT SUCH ACTION OR OMISSION IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT; and (b) TO THE EXTENT OF ANY RECOVERIES FOR A PREPETITION CLAIM AGAINST A RELEASED PARTY THAT MAY BE OBTAINED AGAINST A THIRD-PARTY INSURER (BUT, FOR THE AVOIDANCE OF DOUBT, ANY CLAIM TO WHICH AN INSURER MAY BE SUBROGATED SHALL REMAIN SUBJECT TO THIS RELEASE); and *provided further, however*, THAT NOTWITHSTANDING THE RELEASES PROVIDED UNDER THE PLAN, ANY CLAIM ASSERTED AGAINST REORGANIZED DEBTOR PURSUANT TO SECTION 7.3 OF THIS PLAN SHALL REMAIN SUBJECT TO ANY RIGHT OF SET-OFF THAT OTHERWISE WOULD BE AVAILABLE TO DEBTOR OR REORGANIZED DEBTOR IN THE ABSENCE OF ANY SUCH RELEASE. NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH 7.5 TO THE CONTRARY, NOTHING IN THIS PARAGRAPH 7.5 SHALL RELEASE OR WAIVE THE CLAIMS AND/OR CAUSES OF ACTION OF THE K-I PARTIES AGAINST JAMES WASSEL THAT ARE AND COULD BE MADE THE SUBJECT OF THE ADVERSARY

Alphonse L. Iagnemma, Jr.

**PROCEEDING (AS DEFINED IN THE K-I SETTLEMENT AGREEMENT), THE RELEASE AND WAIVER OF WHICH ARE CONTROLLED BY THE K-I SETTLEMENT AGREEMENT IF, AS, WHEN AND TO THE EXTENT APPROVED BY THE BANKRUPTCY COURT.**

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:**


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The Holder of the claim described above elects to:

☐ Opt Out of the Third Party Release.

Dated: 10/16/2019

Alphonse L. Iagnemma, Jr.  
Print or type name of Creditor

  
Signature

John M. Steiner, Counsel for Alphonse L. Iagnemma, Jr.  
Title (if corporation or partnership)

525 William Penn Place, 23rd Floor  
Address

Pittsburgh, PA 15219

**RETURN THIS COMPLETED BALLOT TO: Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, using the envelope provided by the Debtor. DO NOT MAIL YOUR BALLOT TO THE BANKRUPTCY COURT OR FILE YOUR BALLOT WITH THE BANKRUPTCY COURT.**

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF PENNSYLVANIA

In re: Chapter 11  
APPALACHIAN LIGHTING SYSTEMS, INC., Case No. 17-24454-GLT  
Debtor.

**CLASS 6 BALLOT FOR ACCEPTANCE OR REJECTION OF  
DEBTOR'S FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION  
DATED SEPTEMBER 5, 2019**

Appalachian Lighting Systems, Inc. (the "Debtor"), filed the *Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Plan") in this case. The Court has approved the *Disclosure Statement for Debtor's First Amended Chapter 11 Plan of Reorganization Dated September 5, 2019* (the "Disclosure Statement") with respect to the Plan. The Disclosure Statement provides information to assist you in deciding how to vote on the Plan using this ballot (the "Ballot"). If you do not have a Plan or Disclosure Statement, you may obtain a copy from Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel (Phone: (216) 274-2470). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 6 under the Plan. If you hold claims or equity interests in more than one class, you will receive a Ballot for each class in which you are entitled to vote.**

**If your Ballot is not received by Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, on or before October 17, 2019, unless such deadline is otherwise extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, then it will be binding on you whether or not you vote.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

The undersigned, the holder of a Class 6 claim against the Debtor in the unpaid amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

☐ ACCEPTS THE PLAN

☐ REJECTS THE PLAN

**THIRD PARTY RELEASE**

Section 7.5 of the Plan provides for the following release and waiver of claims:

AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, NONE OF DEBTOR, REORGANIZED DEBTOR AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THEIR RESPECTIVE PRESENT OR FORMER DIRECTORS, OFFICERS, EMPLOYEES, PREDECESSORS, SUCCESSORS, MEMBERS, AGENTS, REPRESENTATIVES, ATTORNEYS, ADVISORS, FINANCIAL ADVISORS, ACCOUNTANTS, AND INVESTMENT BANKERS, (IN EACH INSTANCE ACTING IN SUCH CAPACITY) (COLLECTIVELY THE "RELEASED PERSONS") AND ANY PERSON CLAIMED TO BE LIABLE DERIVATIVELY THROUGH ANY RELEASED PERSON, SHALL HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY CLAIM, OBLIGATION, RIGHT, CAUSE OF ACTION OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF ANY ALLEGED FIDUCIARY OR OTHER DUTY AND THE AVOIDANCE OF PREFERENCES OR FRAUDULENT CONVEYANCES OR ANY DERIVATIVE CLAIMS) WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, BASED IN WHOLE OR IN PART, ON ANY ACT OR OMISSION, TRANSACTION OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE IN ANY WAY RELATING TO DEBTOR, THE CHAPTER 11 CASE, OR THE PLAN; AND ALL CLAIMS BASED UPON OR ARISING OUT OF SUCH ACTIONS OR OMISSIONS SHALL BE FOREVER WAIVED AND RELEASED (OTHER THAN THE RIGHT TO ENFORCE DEBTOR'S OR REORGANIZED DEBTOR'S OBLIGATIONS UNDER THE PLAN, AND THE CONTRACTS, INSTRUMENTS, NOTES, RELEASES, AGREEMENTS AND DOCUMENTS DELIVERED UNDER ANY SUCH PLAN); *provided, however*, THAT NO RELEASE PROVIDED UNDER THE PLAN SHALL AFFECT THE LIABILITY OF ANY PERSON: (a) THAT OTHERWISE WOULD RESULT FROM ANY ACTION OR OMISSION TO THE EXTENT THAT SUCH ACTION OR OMISSION IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT; and (b) TO THE EXTENT OF ANY RECOVERIES FOR A PREPETITION CLAIM AGAINST A RELEASED PARTY THAT MAY BE OBTAINED AGAINST A THIRD-PARTY INSURER (BUT, FOR THE AVOIDANCE OF DOUBT, ANY CLAIM TO WHICH AN INSURER MAY BE SUBROGATED SHALL REMAIN SUBJECT TO THIS RELEASE); *and provided further, however*, THAT NOTWITHSTANDING THE RELEASES PROVIDED UNDER THE PLAN, ANY CLAIM ASSERTED AGAINST REORGANIZED DEBTOR PURSUANT TO SECTION 7.3 OF THIS PLAN SHALL REMAIN SUBJECT TO ANY RIGHT OF SET-OFF THAT OTHERWISE WOULD BE AVAILABLE TO DEBTOR OR REORGANIZED DEBTOR IN THE ABSENCE OF ANY SUCH RELEASE. NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH 7.5 TO THE CONTRARY, NOTHING IN THIS PARAGRAPH 7.5 SHALL RELEASE OR WAIVE THE CLAIMS AND/OR CAUSES OF ACTION OF THE K-I PARTIES AGAINST JAMES WASSEL THAT ARE AND COULD BE MADE THE SUBJECT OF THE ADVERSARY

**PROCEEDING (AS DEFINED IN THE K-I SETTLEMENT AGREEMENT), THE RELEASE AND WAIVER OF WHICH ARE CONTROLLED BY THE K-I SETTLEMENT AGREEMENT IF, AS, WHEN AND TO THE EXTENT APPROVED BY THE BANKRUPTCY COURT.**

**IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:**

IF YOU ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, YOU MAY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN ARTICLE VIII OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION 7.5 OF THE PLAN. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. IF YOU VOTE TO ACCEPT OR REJECT THE PLAN AND SUBMIT YOUR BALLOT WITHOUT CHECKING THE BOX BELOW, YOU WILL BE DEEMED TO CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN SECTION 7.5 OF THE PLAN. LIKEWISE, IF YOU FAIL TO VOTE, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD PARTY RELEASE.

The Holder of the claim described above elects to:

☒ Opt Out of the Third Party Release.

Dated: \_\_\_\_\_

9-17-19

Norb Belsterling  
\_\_\_\_\_  
Print or type name of Creditor

Norb Belsterling  
\_\_\_\_\_  
Signature

President

\_\_\_\_\_  
Title (if corporation or partnership)

4982 US 422

\_\_\_\_\_  
Address

Portersville, PA 16051

**RETURN THIS COMPLETED BALLOT TO: Hahn Loeser & Parks LLP, 200 Public Square, Suite 2800, Cleveland, OH 44114, Attn: Colleen M. Beitel, using the envelope provided by the Debtor. DO NOT MAIL YOUR BALLOT TO THE BANKRUPTCY COURT OR FILE YOUR BALLOT WITH THE BANKRUPTCY COURT.**